

REQUEST FOR QUOTES AND QUALIFICATIONS

RFQQ 0424-149

Project Title: DDD Assessment Project

Estimated Contract Period: June, 2004 through May, 2006. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.

Proposal Due Date: All Proposals whether mailed or hand delivered must arrive by 5 p.m. Pacific Standard time on April 21, 2004. **Faxed bids WILL NOT be accepted. E-mailed bids WILL NOT be accepted.**

Submit Proposal To:

Proposal Delivered by Mail:

Farrell Presnell, RFQQ Coordinator
Department of Social and Health Services
Administrative Services Division / Central
Contract Services
PO BOX 45811
Olympia, WA 98504-5811

Proposal delivered by Express / Hand Delivery, Or Courier:

Farrell Presnell, RFQQ Coordinator
Department of Social and Health Services
Administrative Services Division / Central
Contract Services
4500 10th Avenue SE
Lacey, WA 98503

SECTION I. INTRODUCTION

1. PURPOSE OF REQUEST FOR PROPOSAL

Aging and Disability Services Administration (ADSA) is seeking a Business Analysis Team and a Testing Lead to assist in the expansion of the Comprehensive Assessment Reporting and Evaluation (CARE) tool for the Division of Developmental Disabilities (DDD).

Currently DDD is assessing clients for its various programs and services using different assessment tools and methods in order to determine eligibility and need. Since different tools and methods are being used to assess clients it has been determined that DDD is applying their assessments and authorizing services in an inconsistent manner. The goal of this project will be to expand the current CARE tool to include 3 assessments for DDD that will help to ensure accurate and consistent assessments for their clients across settings.

This project has been broken out into 3 phases:

- I. Interim Children's MPC
- II. Children's MPC & Screening/Mini-Assessment
- III. Complete Assessments for DDD Children and Adults

Phase I, Interim Children's MPC is being handled entirely by internal ADSA resources and will be completed before this contract would begin. The Business Analysis Team and the Testing Lead would be responsible for work that would occur during Phases II and III of this project.

2. BACKGROUND

On June 19, 2003, the Joint Legislative Audit and Review Committee (JLARC) issued its Performance Audit of the Division of Developmental Disabilities. This report specified, "caseloads are growing; procedures are poorly defined; and effective automated systems to help case managers manage their caseloads are missing. JLARC found that, because an assessment process is not consistently applied, it is impossible to determine if clients with similar needs are receiving similar services."

As part of the Performance Audit of June 19, 2003, JLARC made the following recommendation:

RECOMMENDATION 1—ASSESSMENT PROCESS

DSHS should develop an assessment process for developmentally disabled clients that are consistently applied to all clients, in all parts of Washington State. Clients must be assessed before a determination of service need is made. This process should utilize, to the extent possible, existing computer-based assessment tools either in use or under development in DSHS. A plan for implementing this process, that identifies costs and includes an implementation schedule, should be submitted to the Legislature by September 2003.

In October, 2003 ADSA submitted a response to this recommendation that outlined how the current CARE tool would be expanded to include assessments specifically for DDD. For further information on the JLARC report and ADSA response see Exhibits A and B.

3. PROJECT SCOPE

ADSA proposes to build the DDD assessments by adding on to the successful CARE tool developed by the Home and Community Services (HCS) and Management Services Division (MSD) over the last three years.

The three assessment products that will be produced under the proposed plan include:

- Screening/Mini Assessment for Adults and Children with developmental disabilities
- Comprehensive Assessment for Adults with developmental disabilities
- Comprehensive Assessment for Children with developmental disabilities

Design and implementation of these products will require extensive definition, development and/or modification of DDD business processes, including policy and WAC. To facilitate this complex work the products will be developed and implemented in three distinct phases:

Phase I - is an interim step to immediately establish a semi-automated Medicaid Personal Care (MPC) Assessment for children and bring DSHS into compliance with the new Washington Administrative Code (WAC) for State Plan MPC services.

Phase II - has four components. Completion of these components will deliver products including: (1) A Screening/Mini Assessment that will establish the rules and categories for needs prioritization; (2) A fully automated Children's MPC assessment; (3) An intake module for developmental disability determination; and (4) an automated link from CARE to the DDD Common Client Data Base (CCDB). Finally Phase II will supply the information needed to complete the modifications required for CARE to assess the needs of DDD adult clients beyond Medicaid Personal Care.

The Phase II - products will enable DDD to respond more effectively to crises; build a fully automated Children's MPC assessment; record the determination of developmental disability for individual applicants; limit caseload size and provide a solid foundation for Phase III work.

Phase III - will complete the assessment suite with completed Adult and Children's assessments that will evaluate client need in all DDD programs and services.

The period of performance for the entire project is anticipated to be June 2004 through July 2006. The scope of work for the Business Analysis Team and Testing Lead will be divided into the later two phases:

Phase II

1. Gather and document business requirements for:
 - o Children's MPC Assessment
 - o Screening/Mini-Assessment
2. System Test Plan development and execution

Phase III

1. Gather and document business requirements for:
 - o DDD Children's Assessment
 - o DDD Adult Assessment
2. System Test Plan development and execution

To gather and document the business requirements it is expected that the Business Analysis Team will use a proven method of Rapid Application Development (RAD) that uses visual prototyping. This method of prototyping was used during the initial development of CARE with such a successful result that ADSA would like to use it during the expansion.

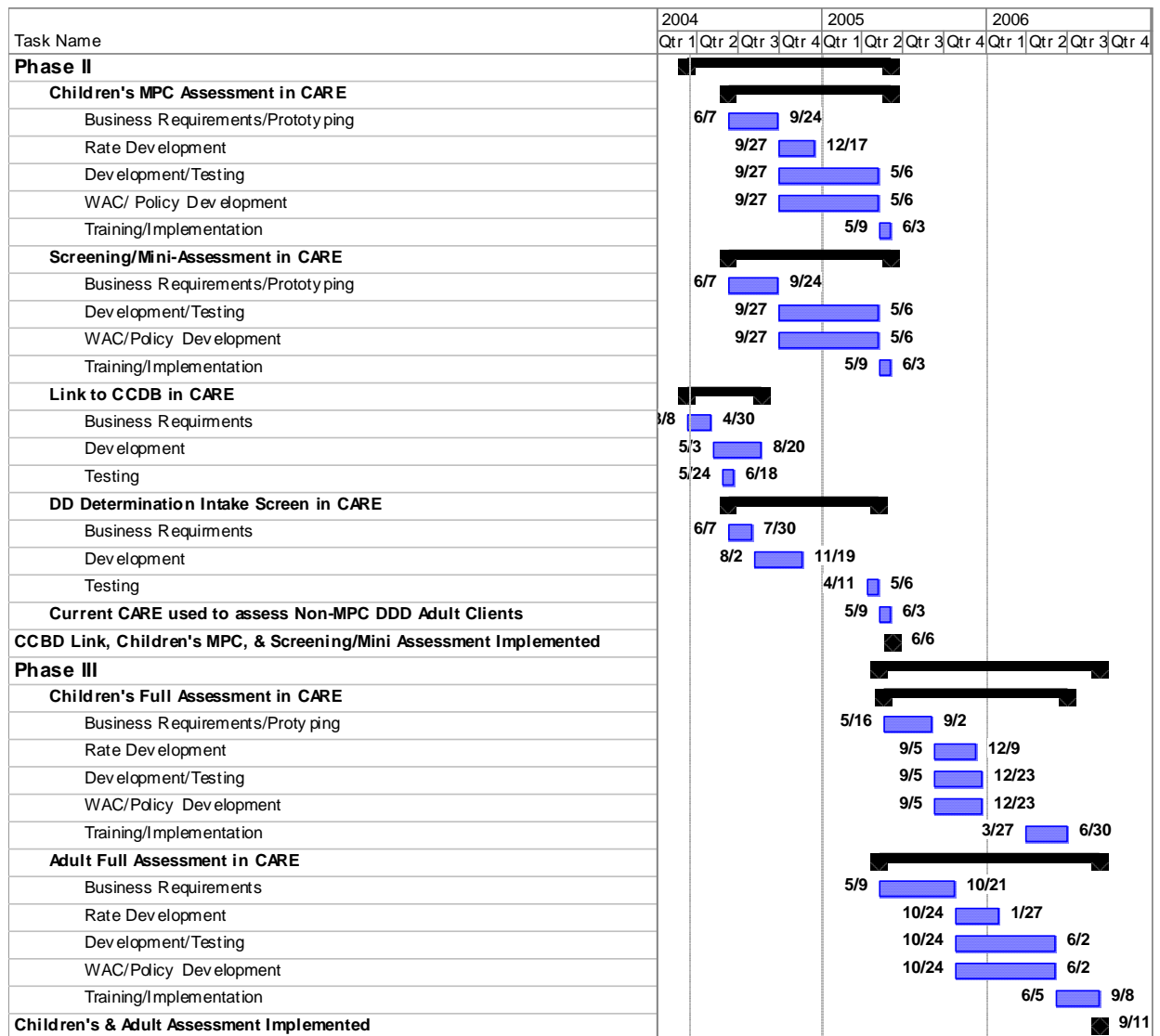
The Business Analysis Team will be expected to gather requirements for the assessments through meetings with ADSA internal Joint Requirements Planning (JRP) team, other ADSA Subject Matter Experts (SME), and potentially meetings with external project stakeholders. The Business Analysis Team is expected to document the business requirements for each assessment screen and if possible mock up on paper the screens layout. This documentation should then be given to ADSA programmers in order for them to visually prototype all screens defined so that the screens can be reviewed during the next meeting of the JRP. The Business Analysis Team will review the prototype with the JRP and the decision will be made to either accept it or send it back to the ADSA programmers with comments for further modifications. Once all of the screens have requirements and prototyping the Business Analysis Team can work to complete the requirements documentation. It is expected that the Business Analysis Team will provide documentation for each of the phases outlined above. The documentation should follow the business requirement format used for CARE (please see Exhibit C for an example of that documentation).

In addition to the business requirements documentation, the Business Analysis Team is expected to gather and document the requirements for all of the algorithms that will be included in each assessment related to eligibility and

payment. The documentation should follow the algorithm documentation format that is currently being used for all algorithms in CARE (Please see Exhibit D for and example of the current algorithm documentation).

Along with the Business Analysis Team, ADSA is seeking to include a Testing Lead in the contract. The Testing Lead will be responsible for developing an overall testing plan for the new assessments. The Testing Lead will also take responsibility for overseeing the coordination of testing with ADSA developers and ADSA testers, developing test scripts, and scheduling testing sessions. The Testing Lead will be responsible for communicating to the ADSA development lead defects that are found through testing. The Testing Lead will communicate to the ADSA development lead any defects found during the testing sessions and will organize the testing of corrections to any such defects.

Below are some estimated high-level timelines for this project: The Business Analysis Team and the Testing Lead will be working during the periods of time when either business requirements/prototyping are occurring or development and testing. The Business Analysis Team and the Testing Lead will not be responsible for work to develop a link between CARE and Common Client Database (CCDB).



4. MINIMUM QUALIFICATIONS

In order for DSHS to consider your proposal you must demonstrate a minimum of three (3) years of experience for each of the following qualifications:

1. Business requirements gathering for statewide systems
2. Small and large group (10-35) facilitation.
3. Data gathering, synthesis, and analysis.
4. Visual prototyping
5. Success at bringing together diverse groups with competing interests.
6. System test plan development.
7. System testing execution.

5. FUNDING

DSHS has budgeted an amount not to exceed \$1,121,040.00 for this contract. DSHS may reject any proposal in excess of that amount. Any contract awarded is contingent upon the availability of funding.

6. DEFINITIONS

See Exhibit E, Definitions, for the meaning of certain terms used in this RFQQ.

SECTION II. GENERAL INFORMATION

1. PROCUREMENT CONTACT INFORMATION

Upon release of this RFQQ, all communications concerning this RFQQ must be directed only to the RFQQ Coordinator listed below. Any communication directed to DSHS staff, or its consultant, other than the RFQQ Coordinator may result in disqualification. Any oral communications will be considered unofficial and non-binding to DSHS. Bidders should rely only on written statements issued by the RFQQ Coordinator.

DSHS RFQQ Coordinator

Contact: Farrell Presnell, RFQQ Coordinator
Department of Social & Health Services
Administrative Services Division / Central Contract Services

Mailing Address: P.O. Box 45811
Olympia, Washington 98504-5811

Physical Address: 4500 10th Avenue SE
Lacey, Washington 98503

Telephone: (360) 664-6085

FAX: (360) 664-6184

E-mail Address: presncf@dshs.wa.gov

2. ACCEPTANCE OF RFQQ TERMS

A Proposal submitted in response to this RFQQ shall be considered a binding offer. Acknowledgement of this condition shall be indicated by signature of an officer of the Bidder legally authorized to execute contractual obligations by submitting with the Proposal a signed Bidder Information, Certificates and Assurances Form attached hereto as Exhibit B. A Bidder must clearly identify and thoroughly explain any variations between its Proposal and DSHS' RFQQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQQ.

3. ESTIMATED PROCUREMENT SCHEDULE

The Procurement Schedule outlines the tentative schedule for important action dates and times. DSHS reserves the right to revise this schedule at any time and will notify you of any changes in the schedule.

Figure 1. *PROCUREMENT SCHEDULE*

Item	Action	Date
1.	Issue RFQQ	March 24, 2004
2.	Last Date for Accepting Bidder Written Questions\Complaints	March 31, 2004
3.	Issue Response to Written Questions No Later Than	April 7, 2004
4.	Proposal Submission Due by 5 p.m. Pacific Standard time	April 21, 2004
5.	Proposal Evaluation	April 22, 2004 – April 27, 2004
6.	Oral Interviews	May 3, 2004 – May 4, 2004
7.	Notify Apparently Successful Bidder	May 7, 2004
8.	Notify Unsuccessful Bidders	May 7, 2004
9.	Bidder's Request for Debriefing Due	May 12, 2004
10.	Hold Debriefing Conferences	May 14, 2004 & May 17, 2004
11.	Protests Due	May 21, 2004
12.	Begin Contract Negotiations	May 10, 2004-May 14, 2004
13.	File contract with OFM	May 17, 2004
14.	Contract Execution	June 1, 2004

4. CONTRACT

DSHS intends to award one/multiple contract(s) to provide the services described in this RFQQ.

The Contract term shall commence on or around June 1, 2004 and complete on or around May, 2006. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

5. INSURANCE

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as Exhibit G.

6. CONTRACT AMENDMENT

Additional services that are appropriate to the scope of this RFQQ, as determined by DSHS, may be added to the resulting Contract by a written amendment mutually agreed to and executed by both parties.

7. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this RFQQ shall become the property of DSHS. All proposals, quotes, lists, evaluation documents and other documents that make up this Procurement shall remain confidential until 1) DSHS makes it available to the public pursuant to RCW 42.17, or 2) the contract, if any, resulting from this RFQQ is signed by DSHS and the Apparently Successful Bidder. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.

Bidder's proposal must include a statement on the Letter of Submittal identifying each page of your proposal which contains any proprietary information. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner of each page which contains any proprietary information.

If DSHS receives a request to view or copy your proposal, DSHS will respond according to applicable law and DSHS policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in your proposal without giving you ten (10) days notice for you to seek a court injunction against the disclosure. You may not mark your entire proposal proprietary.

8. WRITTEN REPRESENTATIONS

Proposals should be based on the material contained in this RFQQ, any related amendment(s), and any questions and answers directed through the RFQQ Coordinator.

9. QUESTIONS AND ANSWERS

Bidders should fax, e-mail or mail written questions to the RFQQ Coordinator. Early submission of questions is encouraged. Questions will be accepted until the date set forth in the Procurement Schedule. Questions and Answers will be posted on the DSHS Procurement Website at <http://www1.dshs.wa.gov/msa/ccs/>

10. BIDDER COMPLAINTS

Bidders may submit complaints to the RFQQ Coordinator prior to responding to this RFQQ if the Bidder believes the RFQQ unduly constrains competition or contains inadequate or improper criteria. The complaint must be made in writing to the RFQQ Coordinator on or before the date indicated in the Procurement Schedule. In the event of a complaint, the Procurement process may continue. If a Bidder's complaint identifies a change that DSHS determines to be in the best interest of DSHS, the RFQQ may be amended.

11. RFQQ AMENDMENTS

DSHS reserves the right, at any time before execution of a contract, to amend all or a portion of this RFQQ. Amendments will be sent to all Bidders, and shall be posted on the DSHS Procurements Web site, if applicable. If there is any conflict between amendments or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling.

12. RETRACTION OF THIS RFQQ

DSHS and the State of Washington are not obligated to contract for the services specified in this RFQQ. DSHS reserves the right to retract this RFQQ in whole, or in part, at any time without penalty.

13. SUBMISSION OF PROPOSALS

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The proposal is to be sent to the RFQQ Coordinator, either by mail or hand delivery, at the address specified in Section II, paragraph 1, Procurement Contact Information. DSHS will not accept any proposal submitted by fax. DSHS will not accept any proposal submitted by email.

You should allow sufficient time to ensure timely receipt by the RFQQ Coordinator. You assume the risk for the method of delivery and for any delay in the mailing or delivery of your proposal.

DSHS reserves the right to disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of DSHS and will not be returned.

14. NONRESPONSIVE PROPOSALS

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. DSHS may reject or withdraw your proposal at any time as nonresponsive for any of the following reasons:

- Incomplete proposal;
- Submission of alternative proposals;

- Failure to comply with any part of this RFQQ or any exhibit to this RFQQ;
- Submission of incorrect, misleading, or false information.

15. MINOR IRREGULARITIES

DSHS may waive minor administrative irregularities related to any proposal.

16. COST TO PROPOSE

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting or presenting a proposal for this RFQQ.

17. JOINT PROPOSALS

If you submitted a joint proposal, with one or more other bidders, and your proposal is designated as the apparently successful proposal, DSHS may designate you or one of the other bidders as the prime bidder and as the apparently successful bidder. The prime bidder will be DSHS's sole point of contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

18. EXHIBITS

Exhibits to this RFQQ are:

- Exhibit A – JLARC Report
- Exhibit B – DDD Response to JLARC
- Exhibit C – Example Business Requirements
- Exhibit D – Example of Algorithm Documentation
- Exhibit E - Definitions
- Exhibit F - Bidder Information, Certifications and Assurances Form
- Exhibit G - Sample Contract

You should be sure that you have received a complete copy of this RFQQ and all attached exhibits, as listed above. If you have not received a complete copy of this RFQQ, you should contact the RFQQ Coordinator or download the documents from the DSHS Procurements Web Site, www1.dshs.wa.gov/msa/ccs/, if applicable.

It is not a ground for protest if your copy of this RFQQ should be missing any exhibit or pages of the RFQQ.

19. WITHDRAWAL OF PROPOSALS

After a Proposal has been submitted, Bidders may withdraw a proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request signed by an authorized representative of the Bidder must be submitted to the RFQQ Coordinator.

After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the proposal submission date and time.

20. NOTIFY APPARENTLY SUCCESSFUL BIDDER

DSHS will notify the Apparently Successful Bidder on or about the date and time specified in the Procurement Schedule of the selection of the Apparently Successful Bidder by written notice via mail, e-mail and/or fax. DSHS will notify separately the Unsuccessful Bidders on or about the date and time specified in the Procurement Schedule of the non-selection of the Unsuccessful Bidder by written notice via mail, e-mail and/or fax.

21. BIDDER DEBRIEFING CONFERENCE

If DSHS does not select your proposal, you may request a debriefing conference. You must submit your request in writing to the RFQQ Coordinator by mail or fax by the date specified in the Procurement Schedule.

Debriefing conferences will be held on May 14, 2004 and May 17, 2004. The debriefing conference may be conducted either in person or by telephone and will be scheduled for a maximum of one hour.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of your proposal;
- Critique of your proposal; and
- Review of your final score in comparison with other Bidders' final scores without identifying the Bidders.

Identification of the other Bidders, their proposals or evaluations will not be allowed.

22. PROTEST

Protests may be made only after DSHS has sent notification to the Apparently Successful Bidder and to the unsuccessful bidders. In order to submit a protest under this RFQQ, a Bidder must have submitted a Proposal for this RFQQ, and have requested and participated in a debriefing conference. It is the sole administrative remedy available within DSHS. The following is the process for filing a protest:

22.1 GROUNDS FOR PROTEST

A protest may be made based on these grounds only:

- Arithmetic errors were made by DSHS in computing the score;
- DSHS failed to follow the procedures established in this RFQQ document, or to follow applicable State or federal laws or regulations; or
- Bias, discrimination, or conflict of interest on the part of an evaluator.

22.2 PROTEST FORM AND CONTENT

A protest must state all of the facts and arguments upon which the protest is based, and the grounds for your protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest;

- The RFQQ number and name of the issuing agency;
- A detailed and complete statement of the specific action(s) by DSHS under protest;
- The grounds for the protest;
- Description of the relief or corrective action requested.

You may attach to your protest any documentation which you offer to support your protest.

22.3 SUBMITTING A PROTEST

Your protest must be in writing and must be signed. You must mail or hand deliver your protest to the RFQQ Coordinator using the same mailing or delivery address provided in this RFQQ for submitting your proposal. *Protests may not be submitted by fax or email.* DSHS must receive the written protest within **five (5)** business days after the debriefing conference.

22.4 PROTEST PROCESS

The RFQQ Coordinator will forward your protest to the DSHS designated Protest Coordinator with copies of the following:

- this RFQQ and any amendments,
- your proposal,
- the evaluators' scoring sheets, and
- any other documents showing evaluation and scoring of your proposal.

DSHS will follow these procedures in reviewing your protest:

- DSHS will conduct an objective review of your protest, based on the contents of your written protest and the above materials provided by the RFQQ Coordinator.
- DSHS will send you a written decision within five (5) business days after DSHS receives your protest, unless more time is required to review the protest and make a determination. The protesting Bidder will be notified by the RFQQ Coordinator if additional time is necessary.

DSHS will make a final determination of your protest and will either:

- 1) Find that your protest lacks merit and uphold DSHS's actions;
- 2) Find that any errors in the RFQQ process or in DSHS's conduct did not influence the outcome of the RFQQ, and

uphold DSHS's actions; or

3) Find merit in the protest and provide options for corrective action by DSHS which may include:

- That DSHS correct any errors and re-evaluate all proposals affected by its determination of the protest;
- That DSHS reissue the RFQQ document; or
- That DSHS make other findings and take such other action as may be appropriate.

23. EXECUTION OF THE CONTRACT

If you are an apparently successful bidder, you will be expected to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit C.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFQQ and the terms of your proposal.

If you fail or refuse to sign the contract or any subsequent amendment within ten (10) business days of delivery to you, DSHS may elect to cancel the award and may award the contract to the next-highest ranked bidder.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.

If at contract award or anytime thereafter any specifically named individual(s) identified in the Proposal to work on this engagement are not available, DSHS has the right to approve or reject any change in Contractor personnel.

SECTION III. PROPOSAL CONTENTS

1. PROPOSAL CONTENTS

The three major sections of the proposal are to be submitted in the order noted below:

- a) Administrative Requirements.
- b) Technical Proposal.
- c) Management, Experience and Qualifications Proposal.
- d) Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. The questions in each of the four sections are described below. All questions must be answered and all items must be included as part of the proposal for the proposal to be considered responsive, even though certain items may not be scored.

2. FORMAT OF PROPOSAL

- Proposals must be submitted on standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- A font size not less than 12 point must be used.
- Proposals must be submitted in two (2) separate three-ring binders as specified in Section III, paragraph 3, Contents of Binders, with tabs separating the major sections of the Proposal.
- Identify each copy of your proposal by including Proposal to RFQQ # 0424-149; the title of this RFQQ, DDD Assessment Project; and your name on the front cover.

3. CONTENTS OF BINDERS

a. Volume 1.

Submit **one volume marked "Volume 1 - Original"** with Bidder's name and **five (5) copies** of your proposal containing the following:

- Table of Contents
- Part 1: Administrative Requirements.
- Part 2: Technical Proposal
- Part 3: Management/Experience and Qualifications Proposal
- Part 4: Cost Proposal Administrative Requirements

Please respond to each item in the same order in which they appear.

a. Letter of Submittal

Bidders must submit a prepared and signed submittal letter on Bidder's official business letterhead stationery. Cost information must not be included in the transmittal letter. The submittal letter must be included as the first page of Part 1 of Volume 1. Signing the submittal letter indicates that the Bidder accepts the terms and conditions of RFQQ# 0424-149.

The Bidder's Letter of Submittal must include the following:

- Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;
 - The name of your contact person for this RFQQ;
 - A detailed list of all materials and enclosures included in your Proposal;
 - A list of all RFQQ amendments received by the Bidder or posted on the DSHS Procurements Web site, if applicable, and listed in order by amendment number and date. If there are no RFQQ amendments, include a statement to that effect;
 - The Bidder's guarantee that its Proposal, as submitted, will remain in full force and effect for 180 days;
 - A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm;
 - Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary or Confidential" Information; and
 - Any statements you wish to convey to the RFQQ Coordinator, including any variations between your proposal and the RFQQ.
- b. Bidder Information, Certificates and Assurances Form

A completed Bidder Information, Certificates and Assurances Form Exhibit F. Please sign and include any attachments that are necessary.

c. Reference Section

Provide a list of at least three (3) references of entities for which you have performed similar services. Include the names, telephone numbers, dates of services, and a brief description of the similar services you provided them in the past. References will only be contacted if you are chosen as a finalist.

4. TECHNICAL PROPOSAL

Please respond to each question in the same order in which they appear.
(Maximum 40 points)

1. Please provide an example of a recent business requirement document you have developed.
2. Please describe in no more than 2 pages the testing methodology you have used in the past for systems testing.
3. Please provide an example of a recent test plan you have developed.

5. MANAGEMENT, EXPERIENCE AND QUALIFICATIONS PROPOSAL

Please respond to each question in the same order in which they appear.
(Maximum 40 points)

- a. Based upon your experience with business requirements gathering and system testing, provide a detailed listing of the Key Personnel you propose for this engagement, including the titles of staff, team roles and a current resume of each person proposed. Resumes must detail experience with the required skills listed in Section I, Paragraph 4, minimum qualifications of this RFQQ.
- b. Bidder must have demonstrated recent experience in business requirements gathering and system testing. Provide the following as evidence:
 - A description of the recent experience you have had working with a group of stakeholders to gather business requirements
 - A description of the recent experience you have had with Rapid Application Development and visual prototyping.
 - A description of the recent experience you have had with leading a system testing effort.

6. COST PROPOSAL

Provide a detailed summary budget that shows the proposed costs along with a short budget narrative that reflects the cost assumptions and other relevant information. Bidder can use a format of their own choice. The budget should include appropriate headings and be easy for the evaluators to navigate. (Maximum 20 points)

SECTION IV. EVALUATION

1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this Procurement and any amendments issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by DSHS who will be responsible for the review, evaluation and scoring of Bidder proposals. DSHS, at its sole discretion, may elect to select the top-scoring organizations as finalists for an oral presentation. If oral presentations are held, evaluators will evaluate and score the oral presentations of bidders selected as finalists.

2. PROPOSAL EVALUATION

Each Proposal will first be screened to determine if the Bidder has complied with appropriate Administrative Requirements and Submittal Instructions. Each Proposal must meet the Administrative Requirements to be eligible to submit a proposal to this RFQQ. If your proposal does not meet all Administrative Requirements for this RFQQ, DSHS may consider your proposal nonresponsive and withdraw it from consideration at any time. Evaluators will score all responsive proposals and award points up to the maximum points available for each question.

3. SCORING OF PROPOSALS

The maximum number of evaluation points available is 130 if references are checked and oral presentations are conducted. The Administrative Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal -	40 Points
Management, Experience and Qualifications -	40 Points
Cost Proposal –	20 Points
<hr/>	
Sub-Total	100 Points
References [top-scoring proposer(s) only]	15 Points
Oral Presentations [top-scoring proposer(s) only]	35 Points
TOTAL FOR PROPOSAL/REFERENCES/ORAL	140 Points

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

Your sub-total score for the written proposal will be the average of the scores of the evaluators who review your written proposal. Your final total proposal score will be the average points awarded for your written proposal, plus the score for references and oral presentations, if applicable.

4. EVALUATION OF ORAL PRESENTATIONS

DSHS may, after evaluating the written proposals, elect to schedule oral presentations of the top scoring finalists. The RFQQ Coordinator will notify finalists of the date, time, and location of the oral presentations.

DSHS will select evaluators for the oral presentations based on their qualifications, experience and background relevant to this RFQQ. These evaluators may include evaluators who reviewed the written proposals or DSHS staff who will work with the successful bidder(s). Evaluators will score the oral presentations in accordance with RFQQ requirements and evaluation criteria.

5. FINAL DETERMINATION OF APPARENTLY SUCCESSFUL BIDDER(S)

DSHS program staff and/or management may conduct a final review of the top scoring proposals, and of the evaluation and scoring of those proposals, submitted by bidders initially designated as apparently successful bidders.

In this final review, DSHS may consider past or current performance of any DSHS contracts by an apparently successful bidder, and any experience of the program or DSHS in working with an apparently successful bidder under any past or current contract with DSHS.

DSHS management shall make the final determination as to which bidder(s), initially designated as apparently successful bidder(s), shall be officially selected and notified as the Apparently Successful Bidder(s) under this Procurement.

In doing so, DSHS management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and DSHS management shall determine which proposals reviewed during this final selection process will best meet the needs of DSHS and, specifically, the needs of **ADSA**.

Any bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided with the reasons for selecting a bidder with a lower final score.

Exhibit E

Definitions

DEFINITIONS

The following terms which appear in this RFQQ have the meaning that is defined below for the purposes of this RFQQ:

- Apparently Successful Bidder - A bidder selected as having submitted a successful proposal, based on the final determination of DSHS management taking into consideration the bidder's final proposal score and which proposals best meet the needs of DSHS. The bidder is considered an "apparently" successful bidder until a contract is finalized and executed.
- Agency – The Department of Social and Health Services' is the agency of the State of Washington that is issuing this RFQQ.
- Bidder - An individual, organization, public or private agency, or other entity submitting a proposal in response to this RFQQ.
- Contractor – Individual or Company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.
- Issue - To mail, post or otherwise release this RFQQ as a public document to interested parties.
- Key Personnel - Staff being proposed to do the work under this proposal.
- Proposal - All material prepared and assembled by a bidder, and which the bidder submits in response to this RFQQ.
- Protest - An objection by the bidder, in writing, protesting the results of this RFQQ, and which complies with all requirements of this RFQQ.
- RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)
- RFQQ - Request for Quotes and Qualifications; i.e., this RFQQ document.
- RFQQ Coordinator - The person named in this RFQQ as the RFQQ Coordinator, or the RFQQ Coordinator's designee within Central Contract Services. The sole point of contact within DSHS regarding this RFQQ for potential bidders and other interested parties.
- Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.
- Submit - To deliver to the DSHS RFQQ Coordinator any of several documents described in this RFQQ and in the manner specified in this RFQQ.
- WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)

- You - The person, agency, or organization requesting a copy of this RFQQ or submitting a proposal in response to this RFQQ.

Exhibit F

Bidder Information, Certifications and Assurances Form

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
CENTRAL CONTRACT SERVICES

BIDDER INFORMATION, CERTIFICATIONS AND ASSURANCES

Request for Proposal (RFQQ) # _____

Completion of this Bidder Information form is a mandatory requirement for contracting with the Washington Department of Social and Health Services (DSHS). The certifications and assurances contained herein are a required element of the Proposal. **Failure to submit this Bidder Information form or any applicable attachments with your proposal may result in your proposal being rejected as nonresponsive.**

Please Type or Print Legibly:

Bidder Name: _____

Bidder Address: _____

Telephone: _____ Fax Number: _____

Contact Person for the Bidder's proposal: _____

Section A: All Bidders

1. Complete the applicable box:

a. The Bidder is an individual and is a:

☐ Sole Proprietor

You must complete Sections A, B and F.

b. The Bidder is a partnership and is a:

☐ General Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

You must complete Sections A, C and F.

c. The Bidder is a corporation and is a:

☐ For Profit Corporation

☐ Non Profit Corporation

☐ Limited Liability Corporation

You must complete Sections A, D and F.

d. ☐ The Bidder is a public agency, governmental entity, or federally recognized tribe

You must complete Sections A, E and F.

2. The Bidder's Federal Identification number is: _____
3. The Bidder's Washington Uniform Business Identifier (UBI) Number is: _____
To obtain a Washington UBI Number call 360-664-1400.

4. Information concerning the proposed Contract Manager for the Bidder:

Name: _____

Work Address: _____

Work Telephone: _____

Work Fax: _____

5. Has the Bidder had a contract or work order terminated for default during the last five years?
- ☐ Yes ☐ No

If yes, attach a signed statement describing the contract, the circumstances surrounding the termination, and the name, address and telephone number of the other party to the contract. DSHS will evaluate the facts and may, at its sole discretion, reject the Bidder's proposal on the ground of its past performance. For the purpose of this question, "termination for default" means notice was given to the Bidder to stop contract work due to nonperformance or poor performance, and the performance issue was either (a) not contested by the Bidder or (b) litigated, finding the Bidder in default.

6. The Bidder declares that all answers and statements made in the Proposal are true and correct.
7. The Bidder certifies that the prices and/or cost data contained in the Bidder's proposal 1) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and 2) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that the Bidder has joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.
8. The Bidder's proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.
9. In preparing this Proposal, the Bidder and/or the Bidder's employees have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who was assisting in other than his or her official, public capacity.
If there are any exceptions to these assurances or Bidder has been assisted, identify on a separate page attached to this document each such individual by (a) name, (b) current address and telephone number, (c) current or former position with DSHS, and (d) dates of employment with DSHS; and describe in detail the assistance rendered by that individual.
10. The Bidder acknowledges that DSHS will not reimburse the Bidder for any costs incurred in the preparation of this Proposal. All Proposals become the property of DSHS, and the Bidder claims no proprietary right to the ideas, writings, items or samples.
11. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will incorporate a Statement of Work and General Terms and Conditions substantially similar to the sample contract attached to the procurement document. I certify, on behalf of the Bidder, that the Bidder will comply with these or substantially similar Special Terms and Conditions and General Terms and Conditions if selected as an Apparently Successful Bidder.

12. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will also incorporate Special Terms and Conditions applicable to this procurement as prepared by DSHS. The Bidder acknowledges that it will negotiate in good faith any changes or modifications to any portion of the proposed contract.
13. The Bidder understands that, if selected to contract with DSHS, the Bidder will be required to comply with all applicable state and federal civil rights and other laws. Failure to so comply may result in contract termination. If requested by DSHS, the Bidder agrees to submit additional information about the nondiscrimination policies of the Bidder's organization in advance of or after the contract award.
14. The Bidder certifies that it has a current Washington Business License, and agrees to promptly provide a copy of the license in the event the Bidder is selected as the Apparently Successful Bidder.
15. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit a proposal for the purpose of restricting competition.

Section B: Sole Proprietors Only

1. I am authorized to sign any contract that may result from this procurement.
2. Is the Bidder or any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

Section C: Partnerships Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of _____.
2. Attach the following to this Bidder Information form:
 - Name and address of each of the Bidder's General Partners;
 - Name and address of each of the Bidder's Limited Partners; and/or
 - Name and address of each of the Bidder's Limited Liability Partners.
3. Is any General, Limited, or Limited Liability Partner a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section D: Corporations Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of _____.
2. Attach the following to this Bidder Information form: Name and address of each of the Bidder's Officers and Directors.
3. Is any Officer or Director of the Bidder a past or current State of Washington employee?
☐ Yes ☐ No
 If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.
4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No
 If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.
5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section E: Public Agencies Only

1. The Bidder is a "public agency" as defined in Section 39.34.020 RCW and is a:

<input type="checkbox"/> State Agency	<input type="checkbox"/> Institution of Higher Learning
<input type="checkbox"/> County	<input type="checkbox"/> Quasi-Governmental
<input type="checkbox"/> City	<input type="checkbox"/> Federally Recognized Tribe
<input type="checkbox"/> Public School	<input type="checkbox"/> Other: _____
2. Is any Manager or Employee of the Bidder Public Agency a past or current State of Washington employee?
☐ Yes ☐ No
 If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.
3. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No
 If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.
4. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section F: All Bidders

1. By signing below, the Bidder authorizes DSHS to conduct a financial assessment and/or background check of the Bidder if DSHS considers such action necessary or advisable before contracting with the Bidder.
2. Under the penalties of perjury of the State of Washington, the undersigned affirms the truthfulness of the statements made herein. The undersigned certifies that the Contractor is now, and shall remain, in compliance with the certifications and assurances contained herein, and agrees that such compliance is a condition precedent to the award and continuation of any related contract(s). The undersigned acknowledges the Bidder's obligation to notify DSHS of any changes in the statements, certifications and assurances made herein.

Signature

Date

Printed or Typed Name

Title

Exhibit G

Sample Contract

	<h2 style="margin: 0;">PERSONAL SERVICE CONTRACT</h2>	DSHS Contract Number: Resulting From Procurement Number:
This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.29 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBERS
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT
EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify):		
This Contract contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant they have read and understand this Contract, and have authority to enter into this Contract.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

I. Definitions. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

A. "Central Contract Services" means the DSHS Office of Legal Affairs, Central Contract Services, or successor section or office.

B. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.

C. "Contracting Officer" means the Contracts Administrator, or successor, of DSHS Central Contract Services or successor section or office.

D. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.

E. "DSHS" or "the department" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.

F. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

G. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute.

H. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

I. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation.

II. Statement of Work.

III. Billing and Payment.

IV. Advance Payment and Billing Limitations.

V. DSHS SHALL NOT MAKE ANY PAYMENTS IN ADVANCE OR ANTICIPATION OF THE DELIVERY OF SERVICES TO BE PROVIDED PURSUANT TO THIS CONTRACT.

VI. DSHS SHALL PAY THE CONTRACTOR ONLY FOR AUTHORIZED SERVICES PROVIDED IN ACCORDANCE WITH THIS CONTRACT. IF THIS CONTRACT IS TERMINATED FOR ANY REASON, DSHS SHALL PAY ONLY FOR SERVICES AUTHORIZED AND PROVIDED THROUGH THE DATE OF TERMINATION.

VII. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, DSHS SHALL NOT PAY ANY CLAIMS FOR PAYMENT FOR SERVICES SUBMITTED MORE THAN TWELVE (12) MONTHS AFTER THE CALENDAR MONTH IN WHICH THE SERVICES WERE PERFORMED.

VIII. THE CONTRACTOR SHALL NOT BILL DSHS FOR SERVICES PERFORMED UNDER THIS CONTRACT, AND DSHS SHALL NOT PAY THE CONTRACTOR, IF THE CONTRACTOR HAS CHARGED OR WILL CHARGE THE STATE OF WASHINGTON OR ANY OTHER PARTY UNDER ANY OTHER CONTRACT OR AGREEMENT FOR THE SAME SERVICES.

IX. Assignment. The Contractor may not assign this Contract, or any rights or obligations contained in this Contract, to a third party.

X. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

XI. Confidentiality. The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify destruction of such information if requested in writing by DSHS.

XII. Contractor Certification Regarding Ethics. The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and shall comply with Chapter 42.52 RCW throughout the term of this Contract.

XIII. Contractor Not an Employee of DSHS. For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges, or benefits which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees, unless otherwise specified in this Contract.

XIV. Debarment Certification. The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by DSHS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

XV. Execution, Amendment, and Waiver. This Contract shall be binding on DSHS only upon signature by DSHS. This Contract, or any provision, may be altered, amended, or waived by a written amendment executed by both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.

XVI. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County, Washington.

XVII. HIPAA Compliance.

A. DEFINITIONS.

1. "Covered Entity" means DSHS, a Covered Entity as defined in 45 CFR 160.103.
2. "Business Associate" means the Contractor named above, and as defined in 45 CFR 160.103, that provides a service or performs or assists in the performance of an activity, for or on behalf of the Covered Entity, that involves the use or disclosure of protected health information (PHI). Any reference to Business Associate in this Contract includes the Business Associate's employees, agents, officers, subcontractors, third party contractors, volunteers, or directors.
3. "Designated Record Set" means a group of records maintained by or for a Covered Entity that is: The medical and billing records about individuals maintained by or for a covered health care provider; The enrollment, payment, claims adjudication, and case or medical

management record systems maintained by or for a health plan; or Used in whole or part by or for the Covered Entity to make decisions about individuals.

4. "Electronic Protected Health Information (EPHI)" means protected health information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 CFR 162.103.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8.

6. "Individual" means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

7. "Protected Health Information (PHI)" means information created or received by Business Associate from or on behalf of Covered Entity that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present, or future payment for provision of health care to an individual. 45 CFR 160.103. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 CFR 160.103. PHI is information transmitted or held in any form or medium. 45 CFR 160.103. PHI does not include education records covered by the Family Educational Rights and Privacy Act, as amended, 20 USCA 1232g(a)(4)(B)(iv).

B. USE AND DISCLOSURE OF PHI. Business Associate shall perform all business associate duties, activities, and tasks in compliance with HIPAA and regulations enacted pursuant to its provisions, successor law and/or regulation. Business Associate is limited to the following required and permitted uses or disclosures:

1. Business Associate shall only use or disclose PHI as required to perform the services specified in this Contract or as required by law, and shall not use or disclose such information in any manner inconsistent with the use and disclosure restrictions placed on the Covered Entity by HIPAA, or the resulting policies and procedures of the Covered Entity.

2. For as long as PHI is within its possession and control, even after the termination or expiration of this Contract, Business Associate shall establish appropriate safeguards to prevent its use or disclosure other

than as provided for by this Contract and state and federal law. 45 CFR 164.504(e)(2)(ii)(B).

3. For as long as EPHI is within its possession and control, even after the termination or expiration of this Contract, Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits. 45 CFR 164.314.

4. If necessary, Business Associate may use or disclose the PHI it receives for its own proper management, or administration, or to carry out its own legal responsibilities if:

a) *THE DISCLOSURE IS REQUIRED BY LAW; OR*

b) *THE BUSINESS ASSOCIATE OBTAINS REASONABLE ASSURANCE THAT:*

- i. The information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed.
- ii. Business Associate will be notified of any breach in the confidentiality of the information.
- iii. Business Associate may provide data aggregation services, as defined at 45 CFR 164.501, relating to the health care operations of Covered Entity.

C. Report Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity, in writing, all uses or disclosures of PHI not provided for by this Contract, within five (5) working days of becoming aware of the unauthorized use or disclosure.

D. Third Party Agreements. If subcontracting is permitted under the terms of this Contract, then Business Associate shall enter into a written contract that contains the same terms, restrictions, and conditions as this Contract, with any agent, subcontractor, independent contractor, volunteer, or any other third party with access to PHI.

E. Consent to Audit. Business Associate shall give reasonable access to records, books, documents, electronic data and/or all other information received from, or created or received by Business Associate on behalf of Covered Entity, to the

Secretary of the U.S. Department of Health and Human Services or designee and/or to Covered Entity, to determine Covered Entity's compliance with HIPAA.

F. Return of Information. Business Associate shall, within ten (10) working days of termination or expiration of this Contract, and at the discretion of Covered Entity, either return or destroy all PHI, including that in possession of third parties under contract to Business Associate.

G. Accounting of Disclosures. Business Associate shall document all disclosures of PHI and information related to such disclosures. Within ten (10) working days of a request from Covered Entity, Business Associate shall provide Covered Entity with an Accounting of those disclosures, as required by 45 CFR 164.504 and 164.528.

H. PHI Amendment. Business Associate shall, within ten (10) working days of a request from Covered Entity, provide Covered Entity with information regarding amendment of PHI contained in a Designated Record Set. Business Associate will, as directed by Covered Entity, thereafter incorporate any amendments to the PHI in the Designated Record Set. 45 CFR 164.526.

I. Individuals' Access to Information.

A. If any individual asks Business Associate for an Accounting of disclosures of PHI, or for access to or amendment of PHI in a Designated Record Set, Business Associate shall within two (2) working days forward the request to the Covered Entity for response.

1. Business Associate shall provide Covered Entity with access to PHI in a Designated Record Set, and any other information necessary, for Covered Entity to timely respond to an individual's request. 45 CFR 164.524.

XVIII. Indemnification and Hold Harmless. The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all liability resulting from the acts or omissions of the Contractor and any Subcontractor.

XIX. Inspection; Maintenance of Records.

A. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client

records, and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract.

B. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:

1. Document performance of all acts required by law, regulation, or this Contract;
2. Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
3. Demonstrate accounting procedures, practices, and records which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.

XX.Nondiscrimination. The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.

XXI. Notice of Overpayment. If the Contractor receives a Vendor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:

- A. be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
- B. be sent by certified mail (return receipt) or other manner that proves OFR received the request;
- C. include a statement as to why the Contractor thinks the notice is incorrect; and
- D. include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing *within 28 days* of service of a Vendor Overpayment Notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor

interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

XXII. Obligation to Ensure Health and Safety of DSHS Clients. The Contractor shall ensure the health and safety of any DSHS client with whom the Contractor has contact in performance of this Contract.

XXIII. Order of Precedence. In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- A. Applicable federal, state, and local law and regulations;
- B. The terms and conditions of this Contract; and
- C. Any Exhibit, document, or material incorporated by reference.

XXIV. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract, but which is not created for or paid for by DSHS, is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.

XXV. Severability; Conformity. The provisions of this Contract are severable. If any provision of this Contract is held invalid by any court, that invalidity shall not affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

XXVI. Single Audit Act Compliance. If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a subrecipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting

package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

XXVII. Subcontracting. Except as otherwise provided in this Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of DSHS as reflected in a written amendment to this Contract. The Contractor shall be responsible for the acts and omissions of any Subcontractor.

XXVIII. Survivability. The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of DSHS Assets.

XXIX. Termination Due to Change in Funding. If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

XXX. Termination for Convenience. DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.

XXXI. Termination for Default. The Contracting Officer may terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:

- A. Failed to meet or maintain any requirement for contracting with DSHS;
- B. Failed to ensure the health or safety of any DSHS client with whom the Contractor has contact under this Contract;
- C. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- D. Violated any applicable law or regulation.

If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

XXXII. Termination and Expiration Procedure. The following provisions apply if this Contract terminates or expires:

- A. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration. If the Contract is terminated, the Contractor shall comply with all instructions contained in the notice of termination.
- B. The Contractor shall immediately deliver to the DSHS Contact named in this Contract, or to his or her successor, all DSHS assets (property) in the Contractor's possession, including any material created under this Contract. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of DSHS that is in the possession of the Contractor.
- C. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- D. The rights and remedies provided to DSHS in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Contract.

XXXIII. Treatment of Assets Purchased by Contractor. Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and DSHS waives all claim of ownership to such property.

XXXIV. Treatment of DSHS Assets. Title to all assets (property) purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. The Contractor shall protect, maintain, and insure all DSHS property in the Contractor's possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

XXXV. Waiver of Default. Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL